

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 36	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-02-P-0269		3. Award/Effective Date 2002APR04		4. Order Number		5. Solicitation Number DAAE20-01-T-0373	
7. For Solicitation Information Call:		A. Name MARIA VERA		B. Telephone Number (No Collect Calls) (309)782-0154		6. Solicitation Issue Date 2001JUL27	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630 e-mail: VERAM@RIA.ARMY.MIL		Code W52H09		10. This Acquisition Is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: % For <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule	
						12. Discount Terms	
						13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
						13b. Rating DOA5	
14. Method Of Solicitation <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. Deliver To SEE SCHEDULE				Code		16. Administered By DCMA CHICAGO P O BOX 66911 CHICAGO IL 60666-0911	
Telephone No.				Code S1403A			
17. Contractor/Offeror LEWIS MACHINE AND TOOL 1305 WEST 11TH ST MILAN IL 61264				Code 3W544		Facility	
Telephone No.				18a. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381			
17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
19. Item No.		20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					
25. Accounting And Appropriation Data SEE ADDENDUM						26. Total Award Amount (For Govt. Use Only) \$105,733.64	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached.				<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda				<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					29. Award Of Contract: Reference DAAE2001T0373 Offer <input checked="" type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: SEE SCHEDULE		
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)		
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) JERRY L YOWELL /SIGNED/ YOWELLJ@RIA.ARMY.MIL (309)782-6736		31c. Date Signed
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted					33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number
32b. Signature Of Authorized Government Representative					32c. Date		35. Amount Verified Correct For
41a. I Certify This Account Is Correct And Proper For Payment					36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number
41b. Signature And Title Of Certifying Officer					41c. Date		38. S/R Account Number
					42a. Received By (Print)		39. S/R Voucher Number
					42b. Received At (Location)		40. Paid By
					42c. Date Recd (YYMMDD)		42d. Total Containers

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0269 MOD/AMD	Page 2 of 36
Name of Offeror or Contractor: LEWIS MACHINE AND TOOL		

SUPPLEMENTAL INFORMATION

- THIS PURCHASE ORDER IS HEREBY AWARDED WITH FIRST ARTICLE UNDER CLIN 0002, BARREL, GRANADE LAUNCHER THEREFORE, CLIN 0002AC IS HEREBY DELETED.
 - ALL APPLICABLE CLAUSES FOR THIS THRESHOLD HAVE BEEN INCLUDED IN THIS PURCHASE ORDER.
 - THIS PURCHASE ORDER IS BEING AWARDED WITH A 50% EVALUATED OPTION.
 - ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.
- *** END OF NARRATIVE A 004 ***

For Local Clauses See: <https://aais.ria.army.mil>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case. (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.	JUL/1993
(AA7020)		
2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:	1. has inappropriate requirements; or 2. needs streamlining; or 3. should be changed	
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:	U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223 Electronic Mail Address: amsta-aq-ar@ria.army.mil	
e. If you contact the Ombudsman, please provide him with the following information:		

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.
- (End of clause)

(AS7006)

3	52.211-4506 TACOM-RI	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
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(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	PRICE \$
CLIN	PRICE \$
CLIN	PRICE \$
CLIN	PRICE \$

(End of clause)

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Name of Offeror or Contractor: LEWIS MACHINE AND TOOL		

(AS7008)

- 4

52.215-4503

NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

FEB/2002

TACOM-RI
1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).
2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).
3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:
- LS7011, Electronic Bids/Offers - TACOM-RI

(TACOM-RI 52.215-4510)
- LS7013, Electronic Award Notice - TACOM-RI

(TACOM-RI 52.215-4511)
- (End of clause)

(AS7004)

- 5

52.233-4503

AMC-LEVEL PROTEST PROGRAM

JUN/1998

TACOM-RI
- (OCTOBER 1996)
- If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:
- HQ Army Materiel Command

Office of Command Counsel

ATTN: AMCCC-PL

5001 Eisenhower Avenue

Alexandria, VA 22333-0001
- Facsimile number (703) 617-4999/5680

Voice Number (703) 617-8176
- The AMC-level protest procedures are found at:
- <http://www.amc.army.mil/amc/cc/protest.html>
- If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.
- (END OF CLAUSE)

(AS7010)

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Name of Offeror or Contractor: LEWIS MACHINE AND TOOL		

6 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI
THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

1. THIS PROCUREMENT ACTION IS A 100% SMALL BUSINESS SET ASIDE.

2. THE ITEMS TO BE PROCURED ARE AS FOLLOWS:

- A) RETAINING, HELICAL, PART NUMBER: 7790016, NSN: 5340-00-765-5390, QUANTITY: 114 EACH.
- B) BARREL, GRENADE LAUNCHER, PART NUMBER: 7791569, NSN: 1005-00-953-9791, QUANTITY: 79 EACH.
- C) SIGHT, FRONT, PART NUMBER: 7791568, NSN: 1010-00-994-9078, QUANTITY: 679 EACH.
- D) PIN, FIRING, PART NUMBER: 7790628, NSN: 1010-00-704-6621, QUANTITY: 1,559 EACH.
- E) FRAME ASSEMBLY, PART NUMBER: 7791015, NSN: 1010-00439-6250, QUANTITY: 439 EACH.
- F) SEAR, PART NUMBER: 7790649, NSN: 1010-00-704-6633, QUANTITY: 227 EACH.

3. A 50% EVALUATED OPTION PROVISION IS INCLUDED, WHICH IF EXERCISED, WOULD MAKE THE TOTAL QUANTITY AS FOLLOWS:

- A) RETAINING, HELICAL - 171 EACH.
- B) BARREL, GRENADE LAUNCHER - 119 EACH.
- C SIGHT, FRONT - 1,019 EACH.
- D) PIN, FIRING - 2,339 EACH
- E) FRAME ASSEMBLY - 659 EACH
- F) SEAR - 341 EACH

4. THE PRICE FOR THE BASIC QUANTITY WILL BE PROVIDED IN SECTION B OF THIS SOLICITATION AND IS FOR DESTINATION. THE OPTION PROCESS WILL BE PROVIDED IN CLAUSE IF6080.

5. ALL OFFERORS' QUALITY SYSTEM SHALL, AT A MINIMUM, COMPLY WITH THE FOLLOWING REQUIREMENTS:

- A) RETAINING, HELICAL - ISO 9003 SYSTEM.
- B) BARREL, GRENADE LAUNCHER - ISO 9002 SYSTEM.
- C) SIGHT, FRONT - ISO 9003 SYSTEM.
- D) PIN, FIRING - ISO 9003 SYSTEM.
- E) FRAME ASSEMBLY - ISO 9003 SYSTEM.
- F) SEARS - ISO 9003 SYSTEM.

CERTIFICATION OF COMPLIANCE FOR YOUR QUALITY SYSTEM BY AN INDEPENDENT STANDARDS ORGANIZATION OR AUDITOR IS NOT REQUIRED.

6. YOU ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE MADE ON PRICE ALONE, BUT AN EVALUATION OF PRICE AND PAST PERFORMANCE. THE GOVERNMENT

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Name of Offeror or Contractor: LEWIS MACHINE AND TOOL

ALSO RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS, SEE SECTION M FOR EVALUATION CRITERIA.

7. THE GOVERNMENT RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS.

*** END OF NARRATIVE A 001 ***

THE PURPOSE OF THIS AMENDMENT IS TO INCLUDE BOTH FOB ORIGIN AND FOB DESTINATION CLAUSES INTO THE SOLICITATION. PLEASE NOTE FOB ORIGIN CLAUSES ARE ONLY APPLICABLE TO THE OPTION QUANTITY ONLY.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

1. THE PURPOSE OF THIS AMENDMENT IS TO CHANGE THE CLOSING DATE FOR RECEIPT OF QUOTES FROM 27 AUG 2001 AT 3:30 PM TO 5 SEP 2001 AT 3:30 PM.

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

*** END OF NARRATIVE A 003 ***

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Name of Offeror or Contractor: LEWIS MACHINE AND TOOL

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 0001AA	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 5340-00-765-5390 NOUN: RETAINER,HELICAL CO FSCM: 19204 PART NR: 7790016 SECURITY CLASS: Unclassified PRON: M111S252M1 PRON AMD: 03 ACRN: AA AMS CD: 070011HNEX4</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H091066A158 W25G1U J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 114 15-JUL-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0269/0000</p>	114	EA	\$ 3.48000	\$ 396.72
0002 0002AA	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>FIRST ARTICLE TEST REPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 165</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 20-SEP-2002</p>	1	LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: LEWIS MACHINE AND TOOL

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (ZZZ555) COMMANDER PINE BLUFF ARSENAL ATTN: SIOPB-QAC/DCHAPMAN BLDG 32-100 PINE BLUFF AR 71602-9500 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0269/0000	79	EA	\$ 348.00000	\$ 27,492.00
	<u>PRODUCTION QUANTITY</u> NSN: 1055-00-953-9791 NOUN: BARREL,GRENADE LAUN FSCM: 19204 PART NR: 7791569 SECURITY CLASS: Unclassified PRON: M11S255M1 PRON AMD: 02 ACRN: AA AMS CD: 0700116HNEX4 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination</p> <p>Deliveries or Performance DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H091066A156 W25GLU J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 679 19-AUG-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25GLU) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0269/0000</p>				
0004	<p>Supplies or Services and Prices/Costs</p>				
0004AA	<p>PRODUCTION QUANTITY</p> <p>NSN: 1010-00-704-6621 NOUN: PIN,FIRING FSCM: 19204 PART NR: 7790628 SECURITY CLASS: Unclassified PRON: M11S253M1 PRON AMD: 02 ACRN: AA AMS CD: 070011HNEX4</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination</p> <p>Deliveries or Performance DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H091066A157 W25GLU J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1,559 16-AUG-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25GLU) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0269/0000</p>	1559	EA	\$ 4.48000	\$ 6,984.32

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Name of Offeror or Contractor: LEWIS MACHINE AND TOOL

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<u>Supplies or Services and Prices/Costs</u>				
0005AA	<u>PRODUCTION QUANTITY</u> NSN: 1010-00-439-6250 NOUN: FRAME ASSEMBLY FSCM: 19204 PART NR: 7791015 SECURITY CLASS: Unclassified PRON: M111S257M1 PRON AMD: 02 ACRN: AB AMS CD: 060011HNEX4 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H091066A153 W25G1U J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 439 29-AUG-2002 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0269/0000	439	EA	\$ 119.00000	\$ 52,241.00
0006	<u>Supplies or Services and Prices/Costs</u>				
0006AA	<u>PRODUCTION QUANTITY</u> NSN: 1010-00-704-6633 NOUN: SEAR FSCM: 19204 PART NR: 7790649 SECURITY CLASS: Unclassified PRON: M111S273M1 PRON AMD: 03 ACRN: AA AMS CD: 0700116HNEX4 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H091073A150 W25G1U J 2	227	EA	\$ 22.50000	\$ 5,107.50

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Name of Offeror or Contractor: LEWIS MACHINE AND TOOL

[illegible]

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Name of Offeror or Contractor: LEWIS MACHINE AND TOOL			

For Local Clauses See: <https://aais.ria.army.mil>

7	252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998
	DFARS		

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: https://aais.ria.army.mil

8	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988
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In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

CLIN 0001AA

Drawings and Specifications in accordance with enclosed Technical Data Package Listing 7790016 with revisions in effect as of 03/20/01 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI-7790016	MIL-P-116/MIL-P-14232	MIL-STD-2073-1
	MIL-P-116	MIL-PRF-3150
	MIL-P-3420	MIL-PRF-3420
	PPP-T-76	ASTM D5486
	PPP-B-636	ASTM D5118/ASTM D1974
SQAP 7790116	AQLS	MIL-STD-1916 VL IV FOR MAJOR & VL
		II FOR MINOR CHARACTERISTICS
	QQ-S-657	ASTM-A108
	SQAP-APPENDIX-RIA MIL-W-63150	

"The following Government Acceptance Inspection Equipment (AIE) designs drawings,c ited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

o All AIE designs specified for critical Characteristics/Defects

o Other - Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is responsible for the design and submission to the Government for review of all other AIE in accordance with Clause _____ specified elsewhere in Section E of this contract."

CLIN 0002AA

Drawings and Specifications in accordance with enclosed Technical Data Package Listing 7791569 with revisions in effect as of 03/16/01 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI-7791569	MIL-P-116/MIL-P14232	MIL-STD-2073-1
	PPP-P-291	A-A-1051
	PPP-T-42	A-A-883
	PPP-T-76	ASTM D5486
	PPP-B-636	ASTM D5118/ASTM D1974
SQAP 7790623	AQLS	MILSTD-1916 VL IV FOR MAJOR & VL II
		FOR MINOR CHARACTERISTICS
SQAP 7791569	"	"

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 14 of 36
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Name of Offeror or Contractor: LEWIS MACHINE AND TOOL			

For SQAP 7790623 Pg. 1 delete SQAP-APPENDIX-RIA and substitute MIL-W-63150 (6) places.

For SQAP 7791569 Pg. 4 under PART III - CERTIFICATION PROVISIONS add: "The Certification Provisions of MIL-W-63150 for Certified Test Reports (CTR) and Certification of Conformance (COC) shall apply.

"The following Government Acceptance Inspection Equipment (AIE) designs drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

- o All AIE designs specified for critical Characteristics/Defects
- o Other - Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is responsible for the design and submission to the Government for review of all other AIE in accordance with Clause ____ specified elsewhere in Section of this contract."

CLIN 0003AA

Drawings and Specifications in accordance with enclosed Technical Data Package Listing 7791568 with revisions in effect as of 03/16/01 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI-7791568	MIL-P-116/MIL-P-14232	MIL-STD-2073-1
	MIL-P-116	MIL-PRF-3150
	MIL-P-3420	MIL-PRF-3420
	PPP-T-76	ASTM D5486
	PPP-B-636	ASTM D5118/ASTM D1974
SQAP 7791568	AQLS	MIL-STD-1916 VL IV FOR MAJOR & VL II for MINOR characteristics
	VV-L-800	MIL-PRF-32
	MIL-I-6868	ASTM-E1444
	MIL-P-16232	MIL-DTL-16232

"The following Government Acceptance Inspection Equipment (AIE) designs drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

- o All AIE designs specified for critical Characteristics/Defects
- o Other - Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical dtaa package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is responsible for the design and submission to the Government for review of all other AIE in accordance with Clause ____ specified elsewhere in Section E of this contract."

CLIN 0004AA

Drawings and Specifications in accordance with enclosed Technical Data Package Listing 7790628 with revisions in effect as of 03/16/01 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI-7790628	MIL-P-116/MIL-P-14232	MIL-STD-2073-1
	MIL-P-116	MIL-PRF-3150

Name of Offeror or Contractor: LEWIS MACHINE AND TOOL

	PPP-T-76	MIL-PRF-3420
	PPP-B-636	ASTM D5118/ASTM D1974
QAP 7790628	MIL-STD-105&	MIL-STD-1916 VL IV for MAJORS
	AQLS	& VL II for MINOR Characteristics
	MIL-L-3150	MIL-PRF-3150
	DOD-P-16232	MIL-DTL-16232

"The following Government Acceptance Inspection Equipment (AIE) designs drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

- o All AIE designs specified for critical Characteristics/Defects
- o Other - Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is responsible for the design and submission to the Government for review of all other AIE in accordance with Clause _____ specified elsewhere in Section E of this contract."

CLIN 0005AA

Drawings and Specifications in accordance with enclosed Technical Data Package Listing 7791015 with revisions in effect as of 03/16/01 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI-7791015	MIL-P-116/MIL-P-14232	MIL-STD-2073-1
	MIL-P-116	MIL-PRF-3150
	MIL-P-3420	MIL-PRF-3420
	PPP-T-76	ASTM D5486
	PPP-B-636	ASTM D5118/ASTM D1974
QAP 11010390	AQLA & OR	
	MIL-STD-105	MIL-STD-1916 VL IV for MAJOR
		& VL II for MINOR characteristics
SQAP 7791015	"	"
SQAP 7791017	"	"
SQAP 7791018	"	"
SQAP 7791028	"	"

For QAP 7791016 Pg. 4 for MAJOR 124 change as follows:

FROM: 124 .125-40-UNC-2B	B-2	Level III	SMTE
TO: 124 .125-40-UNC-2B	B-2	Level III	
Pitch Diameter			SMTE
Minor Diameter			SMTE

For SQAP 7791017 Pg. 1 under PART III - CERTIFICATION PROVISIONS add: "The certification provisions of MIL-W-63150 for Certified TEST REPORTS (CTR) and Certificate of Conformance (COC) shall apply.

For QAP 7791018 Pg. 3 for MAJOR 106 change as follows:

FROM: 106 .138-40 UNF-2A	.65%	SMTE
TO: 106 .138-40 UNF-2A		
Pitch Diameter		SMTE
Major Diameter		SMTE

DOCUMENT	DELETE	REPLACE BY
QAP 11010390	DOD-P-16232	MIL-DTL-16232
	MIL-L-3150	MIL-PRF-3150

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SQAP 7791017	SQAP-APPENDIX-RIA	MIL-W-63150
QAR 7791018	DOD-P-16232	MIL-DTL-16232
	MIL-L-3150	MIL-PRF-3150
QAP 7791028	DOD-P-16232	MIL-DTL-16232
	MIL-L-3150	MIL-PRF-3150

CLIN 0006AA

Drawings and Specifications in accordance with enclosed Technical Data Package Listing 7790649 with revisions in effect as of 03/20/01 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI-7790649	MIL-P-116/MIL-P-14232	MIL-STD-2073-1
	MIL-P-116	MIL-PRF-3150
	MIL-P-3420	MIL-PRF-3420
	PPP-T-76	ASTM D5486
	PPP-B-636	ASTM D5118/ASTM D1974
SQAP 7990649	AQLS	MIL-STD-1916 VL IV for MAJOR & VL II for MINOR characteristics
	SQAP-APPENDIX-RIA	MIL-W-63150

Pg. 2 under PART III-CERTIFICATION PROVISIONS add: "The certification provisions of MIL-W-63150 for Certified Test Reports (CTR) and Certificates of Conformance (COC) shall apply".

"The following Government Acceptance Inspection Equipment (AIE) designs drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

- o All AIE designs specified for critical Characteristics/Defects
- o Other - Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is responsible for the design and submission to the Government for review of all other AIE in accordance with Clause ____ specified elsewhere in Section E of this contract."

(CS6100)

9	52.210-4501 TACOM-RI	PHOSPHATE COATING REQUIREMENT	MAR/2002
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APPLIES TO CLINS 0001AA, CLIN 0003AA, CLIN 0004AA, CLIN 0005AA, AND CLIN 0006AA ONLY.

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G as called out on the drawings with a finish per paragraphs 5.3.1 and 5.3.2 of MIL-STD-171.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: AMSTA-LC-CSC-C -1-, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.

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c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is per lot "at least every 8 hours."

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is per lot "at least every 8 hours."

(End of clause)

(CS6510)

10	52.248-4502	DELETED JUL 01 AND REPLACED BY CS7110, CONFIGURATION MANAGEMENT DOCUMENTATION	MAR/1999
CS7108 WAS DELETED IN JUL 01 AND REPLACED BY CS7110, CONFIGURATION MANAGEMENT DOCUMENTATION			

PACKAGING AND MARKING

For Local Clauses See: <https://aais.ria.army.mil>

11	52.211-4503	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
	TACOM-RI		

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: 001
Quantity of Unit Packages Per Intermediate Container: SEE PARA 3

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no

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dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: THE UNIT PACK QUANTITY IS 1 (ONE) FOR ALL ITEMS

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

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shall indicate its selection by checking the appropriate block.)

IS9002

(End of clause)

(EF6002)

13 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING) MAR/2001
TACOM-RI

THIS APPLIES TO CLIN 0002AA ONLY:

- a. The first article shall consist of:
- 3 EACH GRENADE BARREL, P/N 7791569, SHALL BE INSPECTED IAW ALL REQUIREMENTS PRIOR TO APPLICATION OF FINAL PROTECTIVE FINISH AND 2 EACH AFTER APPLICATION OF PROTECTIVE FINISH AS APPLICABLE.
- which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.
- b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.
- c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:
- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
 - (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
 - (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
 - (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
 - (5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.
- d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.
- e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAW-C.
- f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof,

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and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

14	52.245-4538	GOVERNMENT FURNISHED AMMUNITION	OCT/2000
	TACOM-RI		

a. Ammunition has been programmed to support contractual test requirements as follows:

- 1 ROUNDS, PRACTICE CARTRIDGE, NSN 1310-01-050-7967, DEPARTMENT OF DEFENSE IDENTIFICATION CODE B519.
- b. Requests for all ammunition shall be submitted electronically to the contract specialist on DD Form 1348 no later than 45 days prior to desired delivery dates. The completed request may be submitted via one of the following methods to: electronic mail VERAM@RIA.ARMY.MIL, or data fax 309 782-3813, with a copy furnished via one of the following methods to: electronic mail mosleya@tacom.army.mil, or data fax (810)574-7757.
- c. No later than 30 days after completion of the contract, the contractor shall report to the Contracting Officer on the remaining ammunition. The contractor shall indicate the quantity, type and National Stock Number of unused ammunition remaining at the manufacturing/test facility and request disposition instructions.
- d. The contractor shall furnish a copy of the above ammunition and disposition requests to the cognizant Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR).

(End of clause)

(ES6045)

15	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	TACOM-RI		

- a. Rework and Repair are defined as follows:
 - (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
 - (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

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(ES7012)

16 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE) MAR/2001
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aaais.ria.army.mil>
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

17	52.247-29	F.O.B. ORIGIN	JUN/1988
18	52.247-34	F.O.B. DESTINATION	NOV/1991
19	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
20	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
21	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991

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22 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

23 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
TACOM-RI

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG						JOB	ACCOUNTING	OBLIGATED
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				ORDER	STATION	AMOUNT
0001AA	M111S252M1	AA	2	97 X4930AC6G 6D	26FB	S11116			W52H09 \$	396.72
	070011HNEX4									
0002AB	M111S255M1	AA	2	97 X4930AC6G 6D	26FB	S11116			W52H09 \$	27,492.00
	0700116HNEX4									
0003AA	M111S254M1	AA	2	97 X4930AC6G 6D	26FB	S11116			W52H09 \$	13,512.10
	0700116HNEX4									
0004AA	M111S253M1	AA	2	97 X4930AC6G 6D	26FB	S11116			W52H09 \$	6,984.32
	070011HNEX4									
0005AA	M111S257M1	AB	2	97 X4930AC9G 6D	26KB	S11116			W52H09 \$	52,241.00
	060011HNEX4									
0006AA	M111S273M1	AA	2	97 X4930AC6G 6D	26FB	S11116			W52H09 \$	5,107.50
	0700116HNEX4									
									TOTAL \$	105,733.64
SERVICE								ACCOUNTING		OBLIGATED
NAME		TOTAL BY ACRN		ACCOUNTING CLASSIFICATION				STATION		AMOUNT
Army		AA	97	X4930AC6G 6D	26FB	S11116		W52H09	\$	53,492.64
Army		AB	97	X4930AC9G 6D	26KB	S11116		W52H09	\$	52,241.00
								TOTAL	\$	105,733.64

For Local Clauses See: <https://aais.ria.army.mil>

2452.232-4500CONTRACT PAYMENT INSTRUCTIONS

TACOM-RI

AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:
http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.
(HA7001)

25 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
TACOM-RI
(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are jaggerse@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-3813, ATTN: Contracting Officer and (309) 782-8054 (ATTN: Louise Kalal).
(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
(1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

26 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI
The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.
Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:
Does Shipping Point have a private railroad siding? ____ YES ____ NO
If YES, give name of rail carrier serving it: _____

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If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

27	52.202-1	DEFINITIONS	DEC/2001
28	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
29	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
30	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
31	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
32	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
33	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
34	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
35	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
36	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (ALTERNATE I)	OCT/1995
37	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
38	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
39	52.225-8	DUTY-FREE ENTRY	FEB/2000
40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
41	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
42	52.232-17	INTEREST	JUN/1996
43	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
44	52.242-13	BANKRUPTCY	JUL/1995
45	52.243-1	CHANGES - FIXED PRICE	AUG/1987
46	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
47	52.248-1	VALUE ENGINEERING	FEB/2000
48	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
49	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
50	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
51	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
52	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
53	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
54	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
55	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991

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Name of Offeror or Contractor: LEWIS MACHINE AND TOOL

56	DFARS 252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
57	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	DEC/2001

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- ____(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ____(ii.) Alternate I to 52.219-5.
- ____(iii.) Alternate II to 52.219-5.
- X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____(ii) Alternate I of 52.219-23
- ____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- ____(10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).
- ____(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C.

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6962(c)(3)(A)(ii).

____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

 X (18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

____ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

____ (ii) Alternate I of 52.225-3.

____ (iii) Alternate II of 52.225-3.

____ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

____ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

____ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

 X (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

____ (25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____ (26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

 X (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

 X (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not

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maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6260)

58 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) CLIN 0001, CLIN 0002, CLIN 0003, CLIN 0004, CLIN 0005, CLIN 0006 by a quantity of up to and including but not exceeding 50 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) CLIN 001, CLIN 002, CLIN 0003, CLINE 0004, CLIN 0005 AND CLIN 0006 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 180 days after date of contract award by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>	
Evaluated Option (F.O.B. Origin)	\$ <u>3.48</u>	CLIN 0001
	\$ <u>348.00</u>	CLIN 0002
	\$ <u>19.90</u>	CLIN 0003
	\$ <u>4.48</u>	CLIN 0004
	\$ <u>119.00</u>	CLIN 0005
	\$ <u>22.50</u>	CLIN 0006

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The

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option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

59	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	NOV/2001
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☒ 52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)
- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (Dec 1991)(10 U.S.C. 2304).
- ☐ 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998) (10 U.S.C. 2327)
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).
- ☒ 252.225-7001 Buy American Act and Balance of Payments Program (Mar 1998)(41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (Sep 2001)(41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities (Aug 2000)(10 U.S.C. 2241 note)
- ☒ 252.225-7014 Preference for Domestic Speciality Metals ((Mar 1998) (10 U.S.C. 2241 note).
- ☒ 252.225-7015 Preference for Domestic Hand or Measuring Tools (Dec 1991)(10 U.S.C. 2241 note).
- ☐ 252.225-7016 Restriction on Acquisition of Ball and roller Bearings(Dec 2000)
(☐ Alternate I)(Dec 2000) (Section 8064 of Pub. L. 106-259).
- ☐ 252.225-7021 Trade Agreements (Sep 2001)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Mar 1998)(22 U.S.C. 2779)
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Dec 1991)(22 U.S.C. 2755).
- ☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (Aug 1998)(10 U.S.C. 2534(a)(3)).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Mar 1998)
(☐ Alternate I)(Sep 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).
- ☒ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)
- ☒ 252.247-7023 Transportation of Supplies by Sea (Mar 2000) (☐ Alternate I)(Mar 2000)
(☐ Alternate II) (Mar 2000)(10 U.S.C. 2631).
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

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(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Mar 1998)(10 U.S.C. 2241 note).
252.247-7023, Transportation of Supplies by Sea (Mar 2000)(10 U.S.C.2631).
252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

(IA6720)

60 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

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(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

61 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II JAN/1997

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)
 ** (See Schedule B)

(End of Clause)

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(IF7116)

62 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH JUL/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

63 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

64 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a ''Report of Shipment'' or ''RESHIP FOR T.O.''

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Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA***-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

65 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

66 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmi.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI

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process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENT LIST - DD FORM 1423	04-APR-2001	006	
Attachment 001	DOCUMENT SUMMARY SHEET		006	

For Local Clauses See: <https://aais.ria.army.mil>

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)				
(JS7001)				
67	52.2100-4500	ATTACHMENT-DEMILITARIZATION BY MELTING/DEMILITARIZATION OF SURPLUS SMALL ARMS WEAPONS AND PARTS	JAN/1994	

Demilitarization by Melting.

Where the contractor does not have facilities to accomplish demilitarization by melting, such demilitarization will be performed by Rock Island Arsenal (RIA). All cleaning, packaging, packing, crating and transportation costs will be borne by the contractor. Correspondence requesting complete instructions for shipping Small Arms Weapons and Small Arms Parts (residue) for melting, should be addressed to:

Commander, Rock Island Arsenal
 Directorate of Logistics
 ATTN: SMCRI-DLD-T (W52R1Q)
 Rock Island, IL 61299-5000

Baseline Instruction for Generating Services:

- (a) Only small arms up to and including .50 Caliber, and small arms parts (residue) for which demilitarization by melting is prescribed, will be shipped to RIA for melting.
- (b) Items containing magnesium will not be shipped to RIA, but will be demilitarized locally.
- (c) Completely degrease and clean small arms weapons, and small arms parts (residue), prior to packaging for shipment to RIA.
- (d) Melting, and any additional accumulated costs, will be paid by the generating services, not RIA or TACOM-RI.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-02-P-0269 MOD/AMD</p>	<p style="text-align: center;">Page 36 of 36</p>
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(e) A complete computerized serial number (SN) transaction list, by weapons' receiver SN, will be sent to SMCRI-DLD-T prior to shipment of materiel to RIA, for comparison with Department of Defense, Small Arms Serialization Program (DoDSASP) records.

(f) Shipments must be received at RIA within 90 days of the generating activities receipt of the ''shipment clearance'', from SMCRI-DLD-T, RIA.

Holding (Disposal) Activities.

(a) The Defense Reutilization & Marketing Office (DRMO), in the holding activity, is responsible for assuring that items for which demilitarization by melting is not prescribed, are not shipped to RIA for melting. Items for which demilitarization by melting is not prescribed, such as ammunition links, will be disposed of locally.

(b) All nonmetallic parts and nonferrous accessories (slings, oilers, cleaning rods, cleaning brushes, cleaning thongs, holster thongs, holsters, scabbards, carrying cases and bags, wooden and plastic stocks, hand guards, and other extraneous items to include all levels of packaging) WILL BE REMOVED from the material to be demilitarized before shipment, and will be disposed of locally. Where circumstances indicate unwarranted cost to the Government in unpacking, stripping and reporting previously packaged weapons or parts, deviation from this requirement may be requested from Commander, RIA, Directorate of Logistics, SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(c) All shipments to RIA will be packed in sealed numbered containers not to exceed 2,000 pounds per container. CONEX containers are the preferred means of shipping sensitive weapons for demilitarization. Where CONEX containers are used, the 2,000 pound weight limitation does not apply; however, items should not be placed in CONEX containers without being packed in individual containers. Containers will be reinforced and banded sufficiently to withstand shipment without breaking. When shipped by rail, containers will be blocked to prevent shifting, and the boxcars will be sealed.

(d) Items described in subparagraph (g) below, must be accounted for, identified, and will be placed in containers separate from miscellaneous components and parts. Other miscellaneous components and parts will be shipped to RIA in separate containers, and identified to SMCRI-DLD-T, RIA, as miscellaneous weapons parts, by weight and inventory value.

(e) Prior to shipment, authority to ship will be obtained from Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(f) Shipping documents will specify number of containers and total weight of material, not otherwise identifiable by name (NOIBN), and will be signed by the shipper. Original and two copies of the shipping documents will be forwarded to Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000, with the shipment.

(g) In those cases where complete weapons, weapons stripped of nonmetallic parts, silencers, suppressors, mufflers, receivers (or assemblies including receivers), bayonets, trench knives and switchblades, etc., are included in the shipment, RIA, or other consignees', will be advised in advance by teletype, electronic mail (or most expeditious means) to reach the consignee in advance of the shipment, specifying shipping document number; identification number of each container; type of weapons, exact quantity; and acquisition cost (inventory value) of each type of weapon in the container. Telephone may be used in an emergency, provided confirmation is made promptly by teletype, electronic mail, or letter.

(h) The item count of weapons shipped must agree with count furnished in the advance notice. Weapons will not be withdrawn from the shipment after RIA, or other consignee, is advised of shipment, without notifying the consignee of the change.

(i) Bill of Lading will reflect:

1. Rail Shipments. Description will be shown as scrap, iron or steel, NOIBN, not copper clad, having value for resmelting purposes only. Rail classification (UFC #9) Item Number 54820.

2. Truck Shipment. Description will be shown as scrap, iron, or steel, NOIBN, not copper clad, having value for resmelting purposes only. Motor classification (NMFCA10) Item Number 106610.

(End of Clause)

(JS7005)